INVITATION TO BID	В	BID DUE DATE AND TIME					
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		01/12/2010	11:00 AM	СТ			
SOLICITATION 000008312	RI	ETURN BID TO					
VENDOR # VENDOR NAME AND ADDRESS	I F	.SU .OUISIANA STATE URCHASING OFFIGURE 113 THOMAS BOYE Baton Rouge JYER Jene' T. Ledet	CE O HALL LA 70803				
	В	JYER PHONE (225)57	8-5510				
A444	IS	SUE DATE 12/16/200	9				
TITLE: CHAIR AND DOLLY							
To Be Completed By Bidder							
1							
specifications; and further certifies that this bid		ADDRESS					
				<u></u>			
AUTHORIZED SIGNATURE		CITY, STATE ZIP					
PRINTED NAME	PHONE	HONE #					
TITLE	FAX #	\X #					
E-MAIL	FEDERA	AL TAX ID #					

STANDARD TERMS & CONDITIONS

INVITATION TO BID

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These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Purchasing Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Office during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Purchasing Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

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submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- · Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for
 all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if
 award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order/contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

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if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the LSU purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Purchasing Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

23. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

PRICE SHEET	HEET INVITATION TO BID	(PAGE &
SOLICITAT	SOLICITATION 000008312 DUE DATE 01/12/2010	010		DUE TIME 11:00 AM	· · · · · · · · · · · · · · · · · · ·
ITEM No.	ITEM DESCRIPTION	QUANTITY	TINO	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO:				
	ALL-OR-NONE AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.				
0001	Commodity Code: 425-06 Chair, per the attached specifications. To Be Mfgr/Brand: SHELBY WILLIAMS , or equal. To Be Model/Number: 8159-ABRS , or equal. Specify Manufacturer / Brand Bid:	200.00	ЕA	69	69
	Specify Model / Number Bid:				
0002	Commodity Code: 560-00 Dolly, per the attached specifications. Shall be compatible with item #1. To Be Mfgr/Brand: SHELBY WILLIAMS , or equal. To Be Model/Number: SW#75 , or equal.	1.00	EA	8	64
	Specify Manufacturer / Brand Bid: Specify Model / Number Bid:	-			

SF	PECIAL TER	MS & CONDITIONS		INVITATION TO B	BID	PAGE 6		
sc	DLICITATION	000008312	DUE DATE	01/12/2010	DUE TIME 11	:00 AM		
01	Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.							
02	LSU is a men Purchasing So	nber of the National Asso ervice.	ciation of Educa	ational Procurement (NA	AEP) and the E & I Coo	perative		
03	Costs to includelivery.	ide materials, freight, deli	very and installa	ation. At least a 48 hour	notice is required prior	to		
04	harvested in I apply to servi Louisiana resi	if applicable, may be allo Louisiana. Do you claim the ce contracts. Is your Loui idents? Yes No _ s produced, manufactured	his preference? siana business v Specify It	Yes No . No vorkforce composed of a tem Number and location own or harvested:	lote: Preferences shall na a minimum of fifty perc	oot cent ere the		
05	sealed enveloped due date, of Bidders are act mail is deliver deliver bids by The University Bidder is solel	elivery Instructions and A pe or package and should or may be submitted using divised that the U.S. Postal red to the University's may hand or by a courier sery shall not be responsible by responsible for the time rejection of the bid. Your Receipt.	be clearly and p g the special bid Service does not il center and is r vice to our phys for any delays c ely delivery of it	prominently marked with return label if one was a of make deliveries to out edelivered using interna- ical location at the "Returnation of the caused by the Bidder's consistent of the state of the bidder's consistent of the state of the st	h the solicitation numbe furnished for that purpo r physical location. US al resources. Bidders m urn Bid To" address spe hosen means of bid deli et the bid due date and t	er and sse. SPS ay scified. ivery. ime		
	handling and I of the receivin Vendor is resp	IVERY/SET IN PLACE: abor) to furnish, deliver, to g department; as well as from the for scheduling and freight carriers and laborations.	unload, uncrate, for the removal of d coordinating a	assemble, and set in pla of all related debris fron all logistics with the Uni	ace all items to the satis in University premises. iversity representative a	faction The		
	Contact inforn required.	nation to schedule deliver	y will be provid	ed at time of award. At	least a 48 hours notice	is		



Furniture Specifications
Office of Facility Development
Office of Facility Services

Project:

Faculty Club - Lounge Dining Room

 $\frac{\mathbf{ITEM}}{1} \quad \frac{\mathbf{QTY}}{200}$

MFR.

Shelby Williams,

or equal

DESCRIPTION

Aluminum Action Back Stack Chair with integral cutout in

Back frame to be used as handle Style No. - 8159 - ABRS, or equal

Overall Dimensions: 18" x w x 22" d x 35 3/4"h

Seat Width: 20" Seat Depth: 16.5" Seat Height: 18.5"

Metal Finish: T-7 Gold Dust

Back Edging: Standard Clear bumper edges

Seat Fabric: Maharam

Pattern: Chime 465350 Color: 017 Heirloom

Width: 54"

Backing: Polyester Finish: Permablok

Contents:

100% Vinyl

Abrasion Resistance: 75,000+ Double Rubs

Back Fabric: Arc Com

Pattern: Astor Place AC-67034

Color: Walnut #5

Content: 56% Cotton, 44% Polyester, CRYPTON ®

Finish: CRYPTON Stain Resistant Finish

Width: 54"

Repeat: Approx. 1"h x 1 1/4" v

Technical Data: Fabric to have passed:

- ASTM E-84, NFPA 255, UL #723, UBC 421 Rated
- State of California Bulletin #117
- UF AC Class 1/NFPA 260A
- Wyzenbeek Test Method to exceed 75,000 double rubs
- Lightfastness: AATCC Method 16A to exceed 40 hours

General Specifications for Aluminum Action Back Stack Chair LEGS:

The legs are to be extruded Renaissance Square aluminum alloy tubing, one-inch square with 1/16" thick wall. Tubing is to be dye-formed to a stylish Queen Ann design.

FRAME FINISH:

The standard leg finish is to be powder Tufcote.

Painted (standard) – Prior to painting, the welded frame is to be thoroughly cleaned and treated with iron phosphate in a 4 stage automatic conveyorized industrial cleaning system. After a clear water rinse, an acid rinse is to be spray applied for a double bond. Frames are to pass through a 300-degree oven to dry the pre-coat prior to painting.

All finishes are to be applied with systems in full compliance of all EPA standards.

GLIDES AND BUMPERS

Each finished leg is to be fitted with a nylon based swivel glide. The glide is to be held on the end of the leg by a spring steel internal "star" clip for heavy-duty contract use. A clear vinyl ferrule (boot) is to be incorporated into the glide to over the end of the tube and thus protects the upholstery of other chairs when being stacked or stored. A bumper is to be attached to the inside of rear legs to prevent damage when stacking.

ACTION BACK SUPPORT/

SPRING

The back spring is to be formed from six inch wide, 1/8" thick steel spring to connect the seat and back. Spring is to be attached to seat with 3 x 3/8" bolts and "T" nuts and to the back panel with 4 x 1/4" bolts and "T" nuts. The spring is to be covered in matching upholstery fabric in final assembly.

FOAM

All foam shall be flame retardant and meet California Technical Bulletin 117.

SEAT WEDGE

Seat wedge system is to be incorporated in the seat structure. Plastic seat pan and seat foam is to be designed to lean each chair back slightly when stacked. To allow stacks of chairs ten high without outside support.

SEAT

The seat construction is to be of molded plastic for maximum comfort and durability. Four ½ - 20 steel "T" nuts are to be inserted for leg attachment and three 3/8" "T" nuts for back support attachment.

Foam cushioning is to be 2 ½" thick, flame retardant urethane. The foam is to be 2.8 lbs. density and ILD of 40 for heavy contract use. A foam lip is to come down over the drop edge. The foam is to be glued to the panel to prevent slippage in use.

Upholstery cover is to be cut and sewn in a box style with a double needle stitch seam as standard. The sewn cover is to be carefully fitted over the foam and stapled securely to the underside of the panel. Excess material is to be trimmed away.

BACK

The back core is to be constructed from ½" molded hardwood plywood with a 22" radius for comfort. The upholstery covered spring support is to be fastened to the back with machine screws into "T" nuts in the plywood panel for extra strength in contract use.

An extruded foam edging cover with a molded vinyl cover is to be attached around the perimeter of the back. Clear is standard with back fabric visible through vinyl edging.

The front back is to be padded with ¾" foam and the outer back has 1.4 lb density, ILD 25 foam. Upholstery is to be applied to separate panels and installed with non-visible fastenings.

INSPECTION

The entire frame and upholstery shall be inspected during the manufacturing and again after final assembly. Tailoring shall be neat, trim and performed in a professional manner.

WARRANTY

Manufacturer's seating products are to be guaranteed to be free from defects in design, material, and workmanship for 10 years of single-shift service.

ITEM QTY MFR. 2 1 Shelby Willia

Shelby Williams, or equal

DESCRIPTION

Dolly for Premium Collection Chairs Model Number: SW#75, or equal To be made of tubular steel, with rubber rear wheels and a front swivel caster. To accommodate a stack of chairs 10 high.

The #75 is made for chairs without stack bars. Finish: Standard Black Tufcote

GENERAL CONDITIONS FACULTY CLUB – LOUNGE DINING ROOM

These specifications describe furniture to be furnished for the renovation of the Lounge Dining Room and to establish a minimal performance standard acceptable to LSU. LSU reserves the right to reject any and all bids, to waive any informalities, and to award the contract to the lowest responsive and responsible bidder, in the best interest of the University. Please read and adhere to the following General Conditions:

- 1. In order to simplify the presentation of this specification, one manufacturer will be specified as a standard for each item of furnishing required to complete this project. This standard includes quality of construction and design features.
- 2. Furnishings manufactured by others may be submitted as "or equals" if they can meet or exceed the construction and design standards as set forth in these specifications. It is mandatory that the vendor submits a complete product listing, including manufacturer's literature and verification that any "or equals" do in fact meet or exceed the standards as set forth in this specification. Also required with "or equals" are submittal of fabrics and finishes. This information is to be submitted with the completed bid package, and reviewed at the time of the bid opening. Failure to do so will be sufficient grounds for rejecting such submittals.
- 3. The intention of these specifications is to match each furniture item in design, quality, color, appearance and interchangeability. Color coordination with existing finishes within the facility will also be a consideration in the award.
- 4. The University reserves the right to request samples of "or equal" item(s). If requested, samples are to be received at the Office of Facility Development within (10) working days and at no cost to the University. Failure to do so is cause to reject the bid.
- Bid prices for all items are to include freight charges, inside delivery, uncrating and installation. Installation is to conform to the satisfaction of the LSU Office of Facility Development.
- 6. Installation must be completed in accordance with the manufacture's recommended procedures.
- 7. Vendor is responsible to maintain property insurance on all furniture and furnishings until such time installation is complete and accepted by the University.
- 8. Vendor is responsible for removal of cartons, all debris, etc...from the campus.
- 9. Location of delivery: Faculty Club Lounge Dining Room. Times for delivery: Monday-Friday 8:00 a.m. to 4:00 p.m.
- 10. Vendor to coordinate acceptable delivery date with the Office of Facility Development Representatives. Contact information will be provided at the time of award. No deliveries are to be made without notification to the university.
- 11. Since this bid is intended to be awarded "all or none" if the vendor elects to submit more than one bid on any item, a separate and complete bid must be submitted with a bid price for all items on the bid. No bids will be accepted without pricing on all items on the bid. Each alternate bid must be submitted separately, with the alternate bid marked as "alternate." Failure to do so may cause

- 12. No drop shipments from freight line allowed.
- 13. Due to limited access at this location with various construction sites 18 wheelers (trucks larger than 24 feet) will not be permitted on campus to deliver product. Delivery must be made by vehicles no larger than 24 feet.
- 14. Product must be received and inspected at vendor's place of business before delivery is made to LSU.
- 15. Any warranty issues must be handled within 5 working days.

Solicitation #8312

BOARD OF SUPERVISORS LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE Purchasing Office, 213 Thomas Boyd Hall Baton Rouge, LA 70803-3001

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

<u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

- 1. Premises Operations;
- 2. Broad Form Contractual Liability:
- 3. Products and Completed Operations;
- 4. Use of Contractors and Subcontractors;
- 5. Personal Injury;
- 6. Broad Form Property Damage;
- 7. Explosion, Collapse and Under ground (XCU) Coverage.

<u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

- 1. Owned automobiles;
- 2. Hired automobiles:
- 3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

Rev. 02/12/03